

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

STATE OF IOWA ex rel.)
THOMAS J. MILLER, 99AG25112)
ATTORNEY GENERAL OF IOWA,)

Plaintiff,)

v.)

NATIONWIDE CONSTRUCTION, INC.)
AND MARK SCHNEIDEWIND,)

Defendants.)

EQUITY NO. **CE 67662**

APPLICATION FOR ORDER
ENFORCING ATTORNEY GENERAL
INVESTIGATIVE SUBPOENA

The State of Iowa ex rel. Attorney General Thomas J. Miller, by Assistant Attorney

General Benjamin E. Bellus, pursuant to the provisions of Iowa Code § 714.16(3)-(6)(2009)

makes application to the Court for an order requiring Mark Schneidewind and Nationwide

Construction, Inc. to appear and provide a complete response to the investigative subpoena

served on Defendants by the Attorney General; and for an order pursuant to Iowa Code §

714.16(6)(2009) enjoining the Defendants from advertising, offering or selling any

“merchandise” in Iowa until Defendants have appeared as required and provided a complete

response to the subpoena. In support of its application the State states:

JURISDICTION, PARTIES AND VENUE

1. The Attorney General of Iowa, pursuant to Iowa Code § 714.16 (Consumer Frauds), has the duty of enforcing the laws of the State of Iowa relating to the business practices alleged in this Application.

2. Iowa Code § 714.16(2)(a) prohibits unfair practices, deception, fraud, false pretense, false promise, or misrepresentation; or the concealment, suppression, or omission of a material fact with the intent that others rely upon the concealment, suppression, or omission, in connection with the lease, sale, or advertisement of any merchandise.

3. Iowa Code Chapter 555A (Door-To-Door Sales) requires that a seller of consumer goods or services must provide consumers with specific notices and cancellation rights when selling at a place other than the seller's place of business.

4. Iowa Code § 555A.6(2) provides that any violation of Iowa Code Chapter 555A is a violation of Iowa Code § 714.16(2)(a).

5. Iowa Code § 714.16(7) authorizes the Attorney General to seek injunctive relief, disgorgement of all money obtained by unlawful means, reimbursement to any person in interest that has been harmed by a practice declared to be unlawful under Iowa Code § 714.16(2)(a) and civil penalties of up to \$40,000.00 per violation against any person found in violation of Iowa Code § 714.16(2)(a).

6. Iowa Code § 714.16(1)(j) defines "person" as any natural person or the person's legal representative, partnership, corporation (domestic and foreign), company, trust, business entity or association, and any agent, employee, salesperson, partner, officer, director, member, stockholder, associate, trustee or cestui que trust thereof.

7. Iowa Code § 714.16(1)(I) defines "merchandise" as any objects, wares, goods, commodities, intangibles, securities, bonds, debentures, stocks, real estate or services.

8. Iowa Code § 714.16(3) provides that when it appears to the Attorney General that a person has engaged in, is engaging in, or is about to engage in any practice declared to be unlawful by Iowa Code § 714.16 or when the Attorney General believes it to be in the public interest that an investigation should be made to ascertain whether a person in fact has engaged in, is engaging in or about to engage in, any such practice, the Attorney General may:

- a. Require such person to file . . . a statement or report in writing under oath or otherwise, as to all the facts and circumstances concerning the sale or advertisement of merchandise by such person, and such other data and information as the attorney general may deem necessary;

- b. Examine under oath any person in connection with the sale or advertisement of any merchandise;
- c. Examine any merchandise or sample thereof, record, book, document, account or paper as the attorney general deems necessary; . . .

9. Iowa Code § 714.16(4)(a) provides authority for the Attorney General to subpoena individuals:

To accomplish the objectives and to carry out the duties prescribed in this section, the attorney general . . . may issue subpoenas to any person, administer an oath or affirmation to any person, conduct hearings in aid of any investigation or inquiry . . .

10. The Attorney General has the authority to apply to the Polk County District Court for relief upon a person's failure to provide the requested information. Subsections 714.16(6)(a),(b) and (c) provide:

If a person fails or refuses to file a statement or report, or obey any subpoena issued by the attorney general, the attorney general may, after notice, apply to the Polk county district court or the district court for the county in which the person resides or is located and, after hearing, request an order:

- a. Granting injunctive relief, restraining the sale or advertisement of any merchandise by such persons.
- b. . . . revoking or suspending any other licenses, permits, or certificates issued pursuant to law to such person which are used to further the allegedly unlawful practice.
- c. Granting such other relief as may be required until the person files the statement or report, or obeys the subpoena.

11. Defendant Mark Schneidewind is an owner, President, operator, managing agent and registered agent of a home repair and contractor business incorporated in Nebraska under the name of "NationWide Construction, Inc." Defendant Schneidewind does business in both Nebraska and Iowa. At all time relevant to this action, his primary business office was located at 242 North 114th Street, Omaha, Nebraska.

12. Defendant NationWide Construction, Inc. ("NationWide") is a home repair and contractor business incorporated in Nebraska which does business in both Nebraska and Iowa. At all times relevant to this action, the primary business office of Defendant NationWide was located at 242 North 114th Street, Omaha, Nebraska.

13. Venue is proper in Polk County, Iowa, pursuant to Iowa Code § 714.16(6).

FACTUAL BACKGROUND

14. NationWide is Nebraska corporation that was issued a Certificate of Authority to do business in Iowa by the Iowa Secretary of State as of August 21, 2008; however the Certificate of Authority was revoked by the Iowa Secretary of State on August 6, 2010.

15. While Defendants do business in both Nebraska and Iowa, among other states, neither Mark Schneidewind nor NationWide have registered with Iowa Labor Commissioner (Iowa Workforce Development Division) as a "Contractor", as required pursuant to Iowa Code Chapter 91C (Iowa Construction Contractors). (Exhibit 1)

16. As of January 5, 2011, a search of the website for the Nebraska Better Business Bureau showed that the Defendant NationWide has received 42 consumer complaints and is rated as an "F" by the Better Business Bureau.¹ (Exhibit 1)

17. On September 8, 2008, consumer Michael Montgomery of Council Bluffs filed a formal complaint with the Iowa Attorney General alleging that Defendants signed a contract and accepted payment, but failed to provide services.

18. On May 20, 2009, consumer Debbie Ashley of Council Bluffs filed a formal complaint with the Iowa Attorney General alleging that Defendants signed a contract and

¹ The BBB assigns grades from A to F with pluses and minuses. An A+ is the highest grade and an F is the lowest. According to the BBB's website, the grade represents BBB's degree of confidence that the business is operating in a trustworthy manner and will make a good faith effort to resolve any customer concerns filed with BBB. (www.bbb.org/business-reviews/ratings)

accepted payment, but then provided substandard services.

The Blackburn Complaint

19. On August 12, 2009, the Attorney General received a formal complaint from Norman S. Blackburn of Council Bluffs, Iowa. Within his complaint, Blackburn stated that an agent of the Defendants signed a contract to repair storm damage to Blackburn's house at Blackburn's house on April 9, 2009; and that the Defendants accepted a payment of \$7,179.87 from Blackburn's insurance carrier on April 18, 2009.

20. Blackburn's complaint also stated that a sales agent for the Defendants claimed that NationWide was a member of the Better Business Bureau when in fact NationWide was not a member of the Better Business Bureau. (Exhibit 1)

21. Blackburn's complaint further alleged that, despite his repeated calls and repeated assurances from the Defendants, no work was performed on his home as of October 9, 2009.

22. Blackburn further reported that he cancelled the contract and requested a full refund of the \$7,179.87 down payment, but he was refused a refund by Defendant Schneidewind.

23. A review of the contract between Defendants and Blackburn indicates that Defendants have violated Iowa Code Chapter 555A (Door-To-Door Sales) in a manner including, but not limited to:

- a. failing to disclose the consumer's right to cancel in 10 point boldface type on the front of the contract or receipt, as required by Iowa Code § 555A.2;
- b. failing to provide the consumer with a "Notice of Cancellation" drafted in the required form and content, as required by Iowa Code § 555A.3;
- c. failing to furnish to consumer two copies of the notice of cancellation which included the date by which the consumers must give the notice of cancellation to the Defendants, as required by Iowa Code § 555A.4(1); and
- d. failing to honor a valid notice of cancellation by a consumer and within ten business days after the receipt of notice refund all payments made under the contract or sale. Iowa

Code § 555A.4(5).

The Investigation

24. On October 29, 2009, the Consumer Protection Division of the Attorney General's Office faxed and mailed the Blackburn complaint to the Defendants for comment.

25. On October 30, 2009, Defendant Schneidewind replied in writing and admitted that a contract had been signed between Defendants and Blackburn, that Blackburn had paid \$7,179.87 under the contract, and that Defendants had performed no work under the contract.

26. Between December 2, 2009 and April 7, 2010, the Consumer Protection Division made repeated efforts to informally investigate and/or resolve Mr. Blackburn's complaint, but only met with resistance from the Defendants in the form of either avoiding communications or making multiple misrepresentations when discussions actually occurred. (Exhibit 1)

27. It appeared to the Attorney General that Defendants had engaged in, were engaging in, and were about to engage in practices declared to be unlawful by Iowa Code § 714.16; and the Attorney General believed it to be in the public interest that an investigation should be made because, among other reasons:

- a. The Consumer Protection Division had received three formal complaints from Iowa consumers against the Defendants;
- b. The contracts provided to consumers by the Defendants did not comply with the form and content requirements of Iowa Code Chapter 555A;
- c. The Defendants were doing business in Iowa but never registered as "contractors" with Iowa Workforce Development, as required by Iowa Code Chapter 91C;
- d. The Defendants were given an "F" rating by the Better Business Bureau which at that time had received 39 consumer complaints against the Defendants;
- e. The Defendants misrepresented to the consumers that they were members of the Better Business Bureau when they were not members; and
- f. When contacted by the Attorney General's Office, Defendants repeatedly avoided

communications, delayed responses, and then made multiple misrepresentations in a manner indicating a lack of veracity and fair dealing.

28. On May 27, 2010, the Attorney General initiated a formal investigation into the business practices of Defendants by serving Investigative Subpoena No. 2193 on Defendants in which Defendant Schneidewind was summoned to appear at the office of the Attorney General on June 9, 2010, to provide relevant testimony and documents; including but not limited to, a complete list of all Iowa customers, samples of all documents used in Defendants' business transactions with consumers, and proof of compliance with the registration requirements of Iowa Code Chapter 91C. (Exhibit 2)

29. On June 1, 2010, Defendant Schneidewind contacted the Consumer Protection Division to acknowledge delivery of the subpoena and to seek a postponement of his appearance, which was denied by the Division. (Exhibit 1)

30. On June 9, 2010, Defendant Schneidewind failed to appear as required pursuant to Investigative Subpoena No. 2193. (Exhibit 1)

31. Pursuant to Iowa R. Civ. P. 1.207, no security is required if the State is seeking injunctive relief.

32. No application for injunctive relief in connection with the Attorney General's investigation of the Defendants has previously been presented by the State to, or denied by, any court.

PRAYER

WHEREFORE, the State prays for relief against the Defendants as follows:

A. That the Court order Defendant Mark Schneidewind to fully comply with the Attorney General's investigative subpoena and that Defendant Schneidewind make himself available at the

Iowa Department of Justice within 14 days of the Court's order to provide testimony under oath and deliver the materials requested therein as to all matters requested in the Attorney General's investigative subpoena and matters related to any potential request by the Attorney General for civil penalties or fees.

B. That the Court enjoin the Defendants and any owners, partners, officers, employees, agents, successors, contractors, and all other persons, corporations and other entities acting in concert or participating with the Defendants, who have actual or constructive notice of the Court's injunction, from selling, promoting or advertising for sale any merchandise or accepting or attempting to collect any payments until such time as Defendants have demonstrated to the Court that they have fully complied with the Attorney General's investigative subpoena.

C. That the Court require the Defendants to pay all court costs, investigative costs and attorney fees pursuant to Iowa Code § 714.16(11).

D. That the Court retain jurisdiction as necessary to ensure full compliance with the pertinent provisions of the Consumer Fraud Act and the Court's order.

E. That the Court grant any further relief it deems just and equitable.

Respectfully submitted,

THOMAS J. MILLER
Attorney General of Iowa



BENJAMIN E. BELLUS AT0000688
Assistant Attorney General
Consumer Protection Division
1305 East Walnut, 2nd Floor
Des Moines, IA 50319
Telephone: (515) 281-5926
Facsimile: (515) 281-6771
E-mail: Benjamin.Bellus@iowa.gov

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

STATE OF IOWA ex rel.
THOMAS J. MILLER, 99AG25112
ATTORNEY GENERAL OF IOWA

Plaintiff,

v.

NATIONWIDE CONSTRUCTION, INC.
AND MARK SCHNEIDEWIND,

Defendants.

EQUITY NO. _____

AFFIDAVIT OF INVESTIGATOR
SUSAN M. KERR

Polk County

State of Iowa

) ss:
)

I, Susan M. Kerr, do hereby depose and aver as follows:

1. I am an investigator in the Consumer Protection Division of the Office of the Iowa Attorney General, and I have served in that capacity since September of 1995. I am authorized to sign this affidavit, and I have personal knowledge of the facts set forth herein.

2. I am the investigator assigned to address consumer complaints in regards to contractors and home repair businesses, among other categories.

3. As a part of this assignment, I was the investigator in the Consumer Protection Division who communicated with both Iowa consumer Norman S. Blackburn and Mark Schneidewind, the president and owner of NationWide Construction, Inc.

4. On October 29, 2009, I faxed and mailed a copy of Norman Blackburn's written complaint to Mark Schneidewind for comment.



5. On October 30, 2009, Mr. Schneidewind replied in writing and admitted that a contract had been signed between Nationwide Construction, Inc. and Norman Blackburn on April 9th of 2009. Mr. Schneidewind also agreed that Mr. Blackburn paid \$7,179.87 to Nationwide Construction, Inc. but no work was performed in the seven months since the contract was signed.

6. In his response, Mr. Schneidewind also claimed that Mr. Blackburn's insurance carrier gave Nationwide Construction, Inc. two years to complete the contract. However, Mr. Blackburn told our office that his insurance carrier actually required that he have the repair work completed by June 27, 2010, or the insurance carrier would deduct \$2,389.26 from his final payment - which the insurance carrier has now done.

7. On December 1, 2009, I sent a letter to Mr. Schneidewind clarifying that Mr. Blackburn had cancelled the contract pursuant to Iowa's Door-to-Door Sales Act and requesting that he and Nationwide Construction, Inc. refund Mr. Blackburn's down payment. No refund was provided.

8. On January 13, 2010, I sent another letter to Mr. Schneidewind requesting that Nationwide refund Mr. Blackburn's down payment. Again, no refund was provided.

9. On March 8, 2010, I left a message with Mr. Schneidewind's secretary asking him to call me, but he did not return my call.

10. On March 9, 2010, I left second message on Mr. Schneidewind's answering machine asking him to call me, but he did not return my call.

11. On March 10, 2010, I left a third message on Mr. Schneidewind's answering machine asking him to call me, but he did not return my call.

12. On March 24, 2010, I left a fourth message with Mr. Schneidewind's secretary asking him to call me and informing her that his failure to return my calls could result in more formal

action by our office.

13. On March 24, 2010, Mr. Schneidewind telephoned me and asked me to call him back on March 31, 2010.

14. On April 1, 2010, I called Mr. Schneidewind as he had requested and I reminded him that Mr. Blackburn's insurance company would pay \$2,398.26 less for the repairs on Mr. Blackburn's home if the repairs were not completed by June 27th. At that point, Mr. Schneidewind assured me that he would have Mr. Blackburn's roof installed by April 7th "without fail".

15. On April 21, 2010, Mr. Blackburn informed me that no work had been performed on his house.

16. On May 26, 2010, I checked with Iowa Workforce Development to see if either Nationwide Construction, Inc. or Mark Schneidewind were registered with that agency as a "contractor". Neither entity was registered to provide contracting services in Iowa, as required by Iowa Code Chapter 91C.

17. On May 26, 2010, I inquired about NationWide Construction, Inc. at the Better Business Bureau in Omaha, Nebraska which serves Nebraska, South Dakota and southwest Iowa. The Omaha BBB report stated that the BBB gave NationWide Construction, Inc. an "F" rating because: 1) 39 consumer complaints were filed with the BBB against NationWide, 2) NationWide failed to respond to two of those complaints, and 3) the BBB reported concerns about Nationwide's advertising practices. The BBB report also stated that NationWide "is not an BBB Accredited Business" and concluded with, "Complaints reflect a pattern of claims of unsatisfactory results and failure to respond to consumers based on contracts associated primarily with storm damage in various parts of the country."

18. On May 27, 2010, the Consumer Protection Division of the Attorney General's served Investigative Subpoena No. 2193 on Mr. Schneidewind asking him to appear at the office of the Attorney General to provide testimony and documents. Some of the documents requested were, 1) a complete list of all Iowa customers, 2) samples of all documents used in Defendants' business transactions with customers, and 3) proof of compliance with the registration requirements of Iowa Code Chapter 91C.

19. On June 1, 2010, Mark Schneidewind called me and acknowledged receipt of the investigative subpoena. He also told me that he had billed Mr. Blackburn's project to Mr. Blackburn's insurance carrier and that the carrier had already paid the \$2,398.26 that was being withheld if the contract was not completed by June 27, 2010. However, I contacted Mr. Blackburn after this conversation and his insurance carrier never informed him that this payment was made even though all other checks providing payment from the carrier had to be signed by him.

20. On June 1, 2010, Mr. Schneidewind also sent a facsimile to the Consumer Protection Division acknowledging delivery of the subpoena and then directing the Consumer Protection Division to reschedule his appearance. (Affidavit Exhibit A)

21. On June 2, 2010, the Consumer Protection Division sent a facsimile, e-mail and letter to Mr. Schneidewind confirming that the appearance date was June 9, 2010. (Affidavit Exhibit B)

22. On June 9, 2000, at 2:00 a.m., Assistant Attorney General Benjamin E. Bellus and I were present at the offices of the Consumer Protection Division. Mark Schneidewind did not appear at the Consumer Protection Division on that day nor has he contacted the Consumer Protection Division in any other manner after that date.

23. In preparation for the filing of the State's Application to Enforce the investigative subpoena, I again checked the Better Business Bureau report for Mark Schneidewind and NationWide Construction, Inc. At this time, the online report shows that 42 consumers have filed complaints against NationWide and the Better Business Bureau has given NationWide their lowest rating of "F". I located the online report at:

www.bbb.org/nebraska/business-reviews/roofing-contractors/nationwide-construction-in-elkhorn-ne-300017562

This is my complete statement.

Susan M. Kerr

SUSAN M. KERR

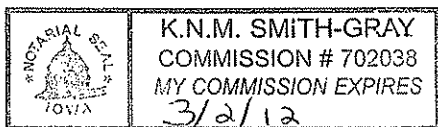
Investigator, Iowa Department of Justice

Signed and sworn to before the undersigned Notary Public by Susan M. Kerr on this

21st day of January, 2011.

K.N.M. Smith - Gray

Notary Public in and for the
State of Iowa



My Commission Expires:

3/2/12

NationWide Construction, Inc.
1616 N. 203rd Street
Omaha, NE 68022
Fax: 1-866-512-0335 Phone: 1-877-763-4948

Susan Kerr,

I have received Subpoena No. 2193 and understand that I must appear in your office on Wednesday, June 9 at 2:00 P.M. However, I am scheduled to be out of town the week of June 9. Please reschedule the appointment for a later date.

Thanks in advance,

Mark Schneidewind
President
Nationwide Construction Inc.



THOMAS J. MILLER
ATTORNEY GENERAL

CONSUMER PROTECTION DIVISION



Address Reply To:
HOOVER BLDG, 1305 E. WALNUT
DES MOINES, IOWA 50319

TELEPHONE: 515-281-5926
TOLL FREE: 888-777-4590 (IN IOWA)
TELEFAX: 515-281-6771

Department of Justice

June 2, 2010
SENT BY FACSIMILE 866-512-0335
FOLLOWED BY REGULAR MAIL

Nation Wide Construction, Inc.
Mark Schneidewind
242 - N 114 Street
Omaha, NE 68154

RE: Attorney General Subpoena No. 2193
File #: 2009-105037 Please refer to this file number when communicating with our office.

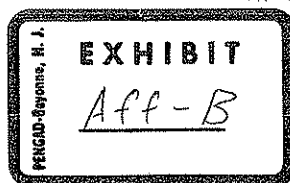
Dear Mr. Schneidewind:

I am writing in response to your facsimile dated June 1, 2010. The request to reschedule your appearance in our office has been denied. The requirement for you to appear in our office on Wednesday, June 9th, 2010 at 2:00 pm pursuant to Subpoena Number 2193 remains in place. Failure to comply with the subpoena will result in an Application to Enforce being filed against you in the Polk County District Court, Iowa for failure to obey the subpoena. Said Application will request the injunctive and financial relief authorized by the Iowa Consumer Fraud Act.

Should you have any questions or concerns regarding compliance with the subpoena, we suggest that you consult with a private attorney.

Thank you for your cooperation.

Sincerely,
Susan Kerr
Investigator



*** TX REPORT ***

TRANSMISSION OK

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CONNECTION ID
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RESULT OK

THOMAS J. MILLER
ATTORNEY GENERAL

CONSUMER PROTECTION DIVISION



Address Reply To:
HOOVER BLDG, 1305 E. WALNUT
DES MOINES, IOWA 50319

TELEPHONE: 515-281-5926
TOLL FREE: 888-777-4590 (IN IOWA)
TELEFAX: 515-281-6771

Department of Justice

June 2, 2010
SENT BY FACSIMILE 866-512-0335
FOLLOWED BY REGULAR MAIL

Nation Wide Construction, Inc.
Mark Schneidewind
242 - N 114 Street
Omaha, NE 68154

RE: Attorney General Subpoena No. 2193
File #: 2009-105037 Please refer to this file number when communicating with our office.

Dear Mr. Schneidewind:

I am writing in response to your facsimile dated June 1, 2010. The request to reschedule your appearance in our office has been denied. The requirement for you to appear in our office on Wednesday, June 9th, 2010 at 2:00 pm pursuant to Subpoena Number 2193 remains in place. Failure to comply with the subpoena will result in an Application to Enforce being filed against you in the Polk County District Court, Iowa for failure to obey the subpoena. Said Application will request the injunctive and financial relief authorized by the Iowa Consumer Fraud Act.

Should you have any questions or concerns regarding compliance with the subpoena, we suggest that you consult with a private attorney.

THOMAS J. MILLER
ATTORNEY GENERAL

CONSUMER PROTECTION DIVISION



Address Reply To:
Hoover Bldg., 1305 E. Walnut
Des Moines, Iowa 50319

Telephone: 515-281-5926
Toll Free: 888-777-4590 (In Iowa)
Fax: 515-281-6771
www.iowaAttorneyGeneral.org

Department of Justice
SUBPOENA NO. 2193

STATE OF IOWA)
DEPARTMENT OF JUSTICE) ss:

THE STATE OF IOWA TO: Mark Schneidewind, President
NationWide Construction, Inc.
242 North 114th Street
Omaha, NE 68154

IN RE INVESTIGATION OF: Business Practices

Pursuant to the provisions of the Iowa Consumer Fraud Act, section 714.16, Code of Iowa (2009), you are hereby commanded to appear before Benjamin E. Bellus, Assistant Attorney General of the Consumer Protection Division of the Office of the Attorney General at the Hoover State Office Building, Second Floor, 1305 East Walnut, Des Moines, Iowa 50319 at 2:00 p.m. on the 9th day of June, 2010, to give evidence in the above investigation and that you have then with you:

1. Copies of all contracts, documents, material orders, work orders, receipts, advertisements, correspondence, accounting ledgers or other materials in your possession bearing in any way on the complaint filed by Norman Blackburn with our office.
2. A full and complete list of every commercial or consumer customer located in the State of Iowa which you have had since January 1, 2009; including each customer's full name, address, telephone number, and the amount of the contract.



3. Whatever documents that will enable you to provide a complete financial and factual description of all commercial or consumer obligations (regardless of state of residence) you have entered into since January 1, 2009; which involved (1) your advance receipt of money before work was started on a project and/or (2) subsequent failure to timely provide and/or complete goods and services by your company.

4. A full and complete list of any and all judicial proceedings including each party's full name, case number, date, location, disposition and the role of your company (defendant, plaintiff, lien filer, etc.)

5. Any and all forms used by you in connection with contracting home improvement services.

6. A list of every supplier or store which currently allows you a line of credit.

7. Proof of compliance with Iowa Code chapter 91C, Construction Contractors.

and this you shall in no wise omit, pursuant to the law.

Witness my hand hereunto affixed this 27th day of May, 2010.

THOMAS J. MILLER, ATTORNEY GENERAL OF IOWA

By: 

BENJAMIN E. BELLUS

Assistant Attorney General, State of Iowa

NOTICE OF INTENT TO PROCEED

Service of this subpoena and Notice of Intent to Proceed on you will constitute your only notice, pursuant to Iowa Code section 714.16(6) that your failure to comply with this subpoena will result in an Application to Enforce this subpoena being filed against you in the Polk County District Court, Iowa for failure to obey the subpoena. Said Application will request the injunctive and financial relief authorized by the Consumer Fraud Act.